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CONTRACT BETWEEN FLORIDA MEDICAL SERVICE CORPORATION
AND FLORIDA HOSPITAL SERVICE CORPORATION

THIS CONTRACT MADE IN DUPLICATE THIS 25 day of April 1946 between FLORIDA HOSPITAL SERVICE CORPORATION, a corporation qualified under the provisions of Chapter 22826, Florida Laws 1945, hereinafter for convenience referred to as "Hospital Service", and FLORIDA MEDICAL SERVICE CORPORATION, a corporation organized under the provisions of Chapter 22826, Florida Laws 1945, hereinafter for convenience referred to as "Medical Service."

WITNESSETH:

THAT WHEREAS each of the parties hereto is a non-profit corporation existing under and by virtue of the laws of the State of Florida and

WHEREAS: Hospital Service has developed a staff and provided equipment to carry on its services; and

WHEREAS the activities and service of each of the parties hereto are similar and will supplement the work of the other; and

WHEREAS it would be advantageous to Medical Service to use certain facilities of Hospital Service, thereby resulting in reduction of costs of acquisition, administration; and

WHEREAS the objectives and business of Hospital Service will be furthered by common administration with Medical Service; and

WHEREAS it is deemed to the mutual advantage of both parties that they should cooperate and work together,

NOW, THEREFORE, it is covenanted and agreed as follows:

1. Hospital Service and Medical Service shall have the same Executive Director. The Executive Director shall give his full time and best efforts to the promotion of the successful

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conduct of the Plans and activities of both parties to this contract.

2. Hospital Service will furnish office space for the personnel serving both parties hereto, services necessary for the acquisition of subscribers, and administrative services, including billing, accounting, and general operating supervision.

3. Hospital Service will render bills on all outstanding contracts of Medical Service, will use its best efforts to collect all accounts receivable for Medical Service and will account monthly for and pay to Medical Service all sums collected by it for the account of Medical Service. Hospital Service shall not be required to take any legal action to collect the accounts of Medical Service but will from time to time report any failure on its part to collect any such accounts. Hospital Service shall have the right to send one or more bills to any employer or remitting agent covering amounts due both corporations, and in the event that any such employer or remitting agent shall pay less than the full amount of such bill in any instance the amount collected shall be credited to the parties hereto in accordance with the allocation indicated by the employer or remitting agent in behalf of his employees or subscribers.

4. Hospital Service will use its efforts in the acquisition of subscribers for Medical Service similar in kind and degree to, and consistent with, its own acquisition practice and will consult with, and obtain the approval of Medical Service with respect to general program and detail, including forms of contracts, literature and other publicity.

5. Enrollment and administrative regulations of both parties hereto shall be as nearly alike as practicable in order that the analysis of subscription applications and the acceptance or nonacceptance of applications for subscribers may be uniform.

6. The charges for services rendered by Hospital Service hereunder shall be determined and paid in the following manner:

(a) Hospital Service shall be paid by Medical Service the sum of \$ 2500.00 upon the execution of this agreement which shall compensate Hospital Service for the previous organization expense and for the cost of supplies made obsolete by the operation of the two Services and for the development of new forms and practices for such operation which are for the use of the two Services, as provided herein.

(b) All other charges shall be divided between and paid by the parties hereto in proportion to the total membership of each party during the calendar month in which the charges are incurred, except that the minimum monthly payment to be paid by the Medical Service shall be not less than \$ 750.00 for all such charges mentioned in this sub-paragraph 6 b.

(c) It is recognized that with the development of the business of Medical Service the above provision for the allocation of expense may prove inequitable and that it may become necessary to review and modify the said provisions; excepting that such modification shall not affect the one flat payment of \$ 2500.00 provided for in sub-paragraph 6(a) of this contract.

7. At the end of each accounting period but not less than once a month, Medical Service shall pay Hospital Service for all monies due for charges determined as hereinbefore provided. Medical Service may at its expense, from time to time, but not oftener than once a month, examine by its agents or auditors the books and records of Hospital Service for the purpose of determining the accuracy of the billings for charges as aforesaid. Notwithstanding any question as to the accuracy of the billings, Medical Service shall pay said bills when rendered by Hospital Service. The said bills shall thereafter be adjusted at the request of either party, to correct any errors or omissions in the computation thereof, provided, however, that any payment shall be final and conclusive, unless a protest or claim for refund is made

by either party: (1) prior to the first day of April with respect to all bills for the preceding calendar year, and (2) upon the termination of this contract within three months after such termination.

Costs incurred by Medical Service in rendering services for the benefit of Hospital Service or for the benefit of both parties hereto as mutually agreed upon shall be billed by Medical Service to Hospital Service on the same basis as provided herein for services rendered to Medical Service by Hospital Service.

8. While it is contemplated that Hospital Service will do the clerical work concerning claims for Medical Service, the actual responsibility and authorization for payment of these claims shall be that of Medical Service. Checks for payment of claims against Medical Service when payment has been approved by Medical Service shall be drawn by Hospital Service on the account of Medical Service and presented to the proper officer or officers of Medical Service for signature.

9. Such accountants as Hospital Service shall from time to time employ, shall establish accounting practices to be followed under the terms of this contract. In the event any dispute as to such accounting practices shall arise, Medical Service shall have the right to retain and use at its own expense its own accountants who shall confer with the accountants of Hospital Service and endeavor to work out accounting methods mutually satisfactory.

10. In the event of any differences of opinion in the interpretation of this Contract or of any disagreement between the parties hereto, the same shall be referred for final determination to the Executive Committees of the parties to this contract.

11. It is agreed that Medical Service and Hospital Service may issue a combined Subscriber's contract or contracts, in such form as may be approved by both parties hereto, or each corporation may issue its own separate contracts.

12. This contract shall remain in force and effect until terminated by either party hereto after ninety days written notice. In the event of such termination Hospital Service shall turn over to Medical Service all applications, contracts, records, documents and papers of any and every kind which pertain to Medical Service, provided that if such records or papers pertain to Hospital Service as well, Hospital Service shall be entitled to retain them, but shall permit Medical Service to make copies or facsimiles thereof. Such records as are records of both Medical Service and Hospital Service shall be reproduced and made available to Medical Service and the expense shall be borne equally.

13. It is understood and agreed that the relationship between the parties hereto is that of independent contractors and that all acts performed under the provisions of this contract by either party hereto shall be performed by such party as a distinct and separate organization. Nothing herein contained shall be construed to give either party hereto any control over the employees paid in full by the other party hereto, or to give either party hereto control over an employee paid by both parties as pertains to the duties said employee may perform for the other party hereto. Nothing herein contained shall in anywise affect the separate identity of the parties hereto nor of their respective functioning as contemplated by their respective charters nor shall either party, under any circumstances, be liable or responsible for the debts and obligations of the other, nor shall either party be liable for any contracts made or issued by the other, nor for standards of service rendered or for performance by the other. No representations or commitments, whatsoever shall be made by Medical Service for Hospital Service and no representations or commitments shall be made by Hospital Service for Medical Service. Either party may at any time exhibit this contract, indicating their respective relationship, as occasion may seem to require. It is understood and agreed between the parties hereto that this contract and any act or thing done or suffered thereunder shall not result or be construed to make the parties hereto co-partners or joint adventurers, and the parties hereto

do hereby declare that it is the intent and purpose of this Contract to establish the relationship of independent contractors.

14. Nothing herein contained shall be construed to limit or qualify the power of the Boards of Directors, Officers, and/or Membership of either Plan nor shall anything contained be construed as the practice of medicine by Hospital Plan or as the providing of hospitalization by Medical Plan.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

W. A. Nelles

F. R. Steen

W. A. Nelles

F. R. Steen

FLORIDA HOSPITAL SERVICE CORPORATION

By W. E. Arnold
Its President

By H. A. Cross
Its Secretary

FLORIDA MEDICAL SERVICE CORPORATION

By Leigh F. Robinson
Its President

By E. D. Solomon
Its Secretary

MODIFICATION AND AMENDMENT OF CONTRACT
DATED APRIL 25, 1946

THIS INDENTURE, made in duplicate, this 26 day of November, 1951, between BLUE CROSS OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Cross", and BLUE SHIELD OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Shield";

WITNESSETH: That whereas the parties hereto under their former names of Florida Hospital Service Corporation (heretofore sometimes referred to as "Hospital Service" and/or "Blue Cross") and Florida Medical Service Corporation (heretofore sometimes referred to as "Medical Service" and/or "Blue Shield"), respectively, entered into a contract dated April 25, 1946 and

WHEREAS, in and by paragraph 2 of said contract, Blue Cross agreed to furnish office space for the personnel serving both parties thereto, services necessary for the acquisition of subscribers, and administrative services, and

WHEREAS, in and by paragraph 6 of said contract the parties thereto agreed upon the determination, division and payment of charges for services rendered by Blue Cross (therein called "Hospital Service") and whereas the sum of \$2500.00 provided to be paid in sub-paragraph (a) of said paragraph 6 of said contract has been paid, and

WHEREAS, it is provided in and by paragraph 12 of said contract that the same shall remain in force and effect until terminated as therein provided, and

WHEREAS, Blue Cross, for the purpose, among other things, of promoting the efficiency of operations of both Blue Cross and Blue Shield and of reducing their expenditures for necessary office space, acquired improved land on Riverside Avenue and May Street, in the

City of Jacksonville, Florida, described as: Southerly thirty-five (35) feet of Lot One (1), all of Lots Two (2) and Nine (9), and Southerly Thirty-three and one-third ($33\frac{1}{3}$) feet of Lot Ten (10), all in Block Thirteen (13), Riverside, according to plat recorded in Plat Book 1, page 109, of the former public records of Duval County, Florida, at a total cost of \$30,000.00 for all of said land as then improved, including the frame building on said land now rented by Blue Cross to third persons, and the parties hereto have fixed the value of said rented frame building and the land occupied by it at \$3,000.00 before the repair and improvement thereof (the cost of such repair and improvement up to October 31, 1951 being \$2790.11), and so the total cost of said realty prior to Blue Cross' improvement thereof, but after deducting both the proceeds (\$1333.00) from the sale of the dwellings razed or removed from said realty and also the said fixed value of said rented frame building property, stands at \$25,667.00, and

WHEREAS, Blue Cross, at the total cost of \$246,940.85 has constructed and placed upon said real estate an office building and other improvements, which have since April 15, 1951, and are now, being occupied and used by both Blue Cross and Blue Shield, and

WHEREAS, the parties hereto heretofore agreed that upon the completion of said office building and improvements and the operation thereof by Blue Cross, they should share in the occupancy and use of said office building property (that is, all of the above described real estate except said rented frame building property) and also in the depreciation of and earning credit allowance on the cost of such office building property and the expense of operating and maintaining same in proportion to the total number of subscribers of each of the parties hereto, all charges for such depreciation, earning allowance and expenses to be made in proportion to the total number of subscribers of each party hereto during the calendar month in which such charges are incurred, prorated or allocated as hereinafter provided;

NOW THEREFORE, in consideration of the premises and of the agreements herein and of the sum of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt of which is hereby acknowledged, said Blue Cross and Blue Shield do hereby modify and amend said contract dated April 25, 1946, by substituting for said paragraphs 2, 6, and 12 of said contract the following paragraphs likewise numbered 2, 6 and 12, to-wit:

"2. Blue Cross shall during the term or life of this contract provide suitable and adequate space in the office building property now known as No. 532 Riverside Avenue in the City of Jacksonville, Florida and described in the Modification and Amendment (dated November 26, 1951) of this Indenture for the personnel serving Blue Cross and Blue Shield, services necessary for the acquisition of subscribers to both Blue Cross and Blue Shield and administrative services for both parties hereto, including billing, accounting and general operating supervision.

In consideration of sharing by Blue Cross and Blue Shield in the use and occupancy of said office building property they, the parties hereto shall share and pay, in the proportions herein specified, charges representing an earning credit or allowance on the cost of said office building and improvements and also charges to cover the cost of operating, preserving and maintaining said property and the cost of depreciation of said office building and improvements. The charges for such earning credit and depreciation shall be first computed on an annual basis, then the charges in the amount of one-twelfth of such earning credit and depreciation shall be made monthly to each of the parties hereto in proportion to the total number of subscribers of each party during the calendar month in which such charges are incurred or allocated.

6. The charges for all services rendered by Blue Cross hereunder, including charges for the earning credit or allowance and depreciation herein set forth, and the expense and cost of operating, preserving and maintaining the office building property shall be

determined and paid as herein provided.

(a) An earning credit of four percent (4%) per annum on the cost (after deducting the annual depreciation of the building and other improvements as hereinafter provided) of said office building property (including the cost of both land and improvements after deducting the proceeds from the sale of said removed dwellings and the said fixed value of said rented frame building property) shall from and after April 15, 1951, be allowed Blue Cross. The cost of constructing said office building and the improvements now on said land, totalling \$246,960 shall be depreciated at the rate of three percent (3%) per annum (to be charged monthly at one-twelfth of the annual amount thereof) over a period of thirty-three and one-third years from April 15, 1951. By the allowance (one-twelfth thereof to be charged monthly) to Blue Cross of said annual four percent (4%) earning credit it will be entitled to \$10,905.11 for the first year upon said total cost of the land, office building and improvements, (after deducting said value of said rented frame building property and the proceeds from the sale of the removed dwellings) in the amount of \$272,627.85. Said total cost of said office building property (\$272,627.85) shall be amortized each year, and said earning credit shall be based upon the net carrying or depreciating value of said office building property, including land, wherefore the write-off of Blue Cross' investment cost by said earning credit will be \$10,905.11 for the first year and such earning credit due Blue Cross will consequently be reduced in the amount of four percent (4%) of said annual depreciation of cost of said office building and improvements or \$296.35 each year.

At the end of said depreciation period of thirty-three and one-third years said total cost of said office building and improvements will have been written off entirely and the book value or depreciated cost of said office building property will then consist of the cost of the land (after deducting the proceeds of the sale of the two dwellings or \$1333.00 and the value of said rented frame building property) amounting to \$25,667.00 on which Blue Cross

shall continue to receive a return of four percent (4%) per annum.

The fixed annual charges consisting of depreciation and earning credit calculated as hereinbefore set forth and to be allocated between and charged monthly to the parties hereto on the basis of or in proportion to the number of subscribers of each, shall be as follows:

	<u>FIRST YEAR</u>	<u>SECOND YEAR</u>	<u>ANNUAL REDUCTION</u>
Depreciation	\$7,408.92	\$7,408.92	0
Earning Allowance or Credit	10,905.11	10,608.76	\$296.35

(b) All charges for services hereunder, including charges for the cost and expense of operating, preserving, beautifying, repairing and maintaining said building and improvements shall be shared by each of the parties hereto and divided between and paid by them in proportion to the total number of subscribers of each party during the calendar month in which the charges are incurred or allocated as herein provided.

All expenditures by Blue Cross for the operation, beautification, preservation and maintenance of the said office building and improvements which may be considered expenses under good accounting practice, such as painting, ordinary repairs, maintenance and minor alterations, shall be treated and regarded as operating expenses and likewise there shall be treated and considered as operating expenses all premiums for insurance covering or insuring said building and improvements against fire, windstorm and other hazards and against liability or loss arising out of the ownership, use, maintenance and operation of said building and improvements, and also all taxes, assessments, charges and costs for water, telephone, telegraph, electricity, gas and other utilities incurred or payable by Blue Cross with respect to said land and the building and improvements thereon. The costs of expanding the present office building and improvements which under sound accounting practice are considered capital expenditures, and the costs of replacing uninsured loss or damage to said buildings or improvements, such as structural collapse caused by faulty construction, earthquake or other

unforeseen contingency or Act of God or by cause beyond the control of the parties shall be treated as capital expenditures and the depreciation on such capital expenditures shall be fixed by the accountants of the parties hereto (it being understood that such depreciation will not extend beyond the original thirty-three and one-third year period, except in the case of a new building), and the amount of such capital expenditures shall be subject to the charge for depreciation and the four percent (4%) annual allowance for earnings thereon as calculated and provided with respect to the original cost of the building and improvements and investment therein and in said land as aforesaid.

It is recognized that in the incurring of additional costs for expansion of facilities or other permanent improvements which under good and sound accounting practice would be considered capital expenditures and the possibility of uninsured losses, the provisions herein for the allocation of expenses and charges may prove inequitable and, in such event, the parties hereto agree to negotiate a revision and modification of such provisions and the parties hereto do therefore agree that the decisions of their Executive Committees shall be controlling in fixing the basis for making charges for depreciation and earning credit or allowance on each and every investment in connection with any such expansion of facilities and permanent improvements and/or providing for or against unforeseen or insured losses.

12. The Modification and Amendment of said Contract shall be effective on and after April 15, 1951 (the date on which the parties hereto under their former corporate names entered into the use and occupancy of said office property), and said contract as amended shall continue and remain in full force and effect until terminated by either party hereto after the giving of one year's notice by either of them to the other. In the event of such termination Blue Shield shall forthwith surrender all its occupancy and/or use of said office property and every interest in and part thereof, and Blue Cross shall turn over to Blue Shield all application

contracts, records, documents and papers of any and every kind which pertain to Blue Shield, provided that if such records or papers pertain to Blue Cross as well, Blue Cross shall be entitled to retain them, but shall permit Blue Shield to make copies or facsimiles thereof. Such records as are records of both Blue Shield and Blue Cross shall be reproduced and made available to Blue Shield and the expense shall be borne equally."

And the parties hereto do hereby confirm, approve and ratify said contract dated April 25, 1946, in all respects and as in full force and effect, save and except only as the same is specifically modified or amended by this Indenture.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

/s/ Mary E. Smith

/s/ Edwina Mathews

As to President Miller

/s/ J. B. Hughes

/s/ J. C. McGurrin

As to Secretary H. A. Schroder

/s/ Elma Thoid

/s/ Vera Gutteredgo

As to President Robinson

/s/ Georgia B. Hill

/s/ Loy Lee Capo, R. N.

As to Secretary White

BLUE CROSS OF FLORIDA, INC.

By /s/ C. DeWitt Miller
Its President

By /s/ H. A. Schroder
Its Secretary

BLUE SHIELD OF FLORIDA, INC.

By /s/ Leigh F. Robinson, M. D.
Its President

By /s/ Herbert E. White, M. D.
Its Secretary

THIS INDENTURE, made in duplicate, this 13th day of May, 1956, by and between BLUE CROSS OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Cross", and BLUE SHIELD OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Shield."

WITNESSETH: That whereas, the parties hereto, both of them together herein sometimes called or referred to as "The Blues", entered into a contract dated April 25, 1946, which they modified or amended by their Indenture dated November 26, 1951, and

WHEREAS, "the Blues" have substantially grown and extended their operations and activities and

WHEREAS, Blue Cross in June, 1953, sold (for \$940.00) the "rented frame building" mentioned in the Indenture of November 26, 1951; that when the land whereon such frame building stood was purchased, \$500.00 was allocated as the cost of such land (exclusive of the value of the building and improvements thereon); that after June, 1953, depreciation on such frame building had accumulated in the aggregate amount of \$1091.36 and thereupon the fixed cost (\$500.00) of the land was added to the cost of the Home Office real property and the then depreciated value of such frame building (\$3308.75) was absorbed by Blue Cross as its loss on its purchase of such frame building property, and whereas, Blue Cross has since November 26, 1951, purchased from Wood and Clarke, respectively, at the aggregate cost of \$40,838.10 two parcels of realty having a frontage of one hundred fifty feet on May Street, Riverside, opposite and across May Street from the Home Office Building site of Blue Cross and the buildings on such two parcels have been razed and removed therefrom and the land fenced and paved for the benefit of the two "Blues" and used for parking purposes in connection with the use of the Home Office Building property; that after the proceeds of the sales of such buildings were credited on the cost of such parcels, Blue Cross then had invested in the cost of such vacant parcels the

sum of \$40,025.10 (exclusive of the cost of fencing and paving which was treated as an operating expense under this contract) and

WHEREAS, Blue Cross is now, with the approval of Blue Shield, engaged in the construction on the original Home Office Building site, of an addition to the original Home Office Building at a cost in excess of \$505,850.85, and

WHEREAS, Blue Cross has purchased from Burkhalter Fifty (50) feet on May Street immediately adjoining the Home Office Building site which has not yet been used for parking or other purposes for the benefit of the two corporations and has, therefore, not been brought under the provisions of this contract, and

WHEREAS, Blue Cross has since April 25, 1946, advanced or paid all charges payable to third parties under this contract, including all costs and expenses of the operation of both corporations and including salaries of all employees serving the two corporations.

AND WHEREAS, the parties desire to provide for participation in the use and cost of future purchases and/or improvement of property, real and personal, acquired by Blue Cross and used for the benefit of the two corporations hereto,

NOW, THEREFORE, in consideration of the premises and of the agreements herein and of the sum of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, the receipt of which is hereby acknowledged, said Blue Cross and Blue Shield do hereby modify and amend said contract dated April 25, 1946, as amended by said Modification dated November 26, 1951, by adding thereto the following lettered paragraphs, to wit:

A. All property, real and personal, heretofore or hereafter acquired and used for the purposes of the Blues shall be paid for and owned by Blue Cross.

B. The cost of the original Home Office Building (\$246,960.00) as mentioned in paragraph 6(a) of the Indenture of November 26, 1951, shall continue to be depreciated as

provided in such paragraph 6 (a). The total cost of the addition to the Home Office Building (being constructed in 1956) shall be depreciated at the like annual rate of 3%, same to be calculated from January 1, 1956.

That the cost of all buildings and additions thereto hereafter acquired and owned by Blue Cross and used for the purposes of the two corporations shall be depreciated at rates and from dates and for periods to be mutually agreed upon and fixed by the parties hereto.

That all furniture, fixtures and equipment heretofore or hereafter acquired for the purposes of the two parties hereto shall be depreciated at the annual rate of 10% unless and until the parties hereto mutually agree upon another rate of depreciation.

C. That an earning credit of 4% per annum on the cost of the 1956 addition to the original Home Office Building (after deducting the annual depreciation of such addition as herein provided) shall be allowed Blue Cross, the same to be calculated from the dates respectively the monies are advanced or paid towards the cost of construction of such addition and as otherwise provided in paragraph 2(a) of the Indenture dated November 26, 1951. That the annual 4% earning credit allowed Blue Cross on the cost of original Home Office Building property shall continue as heretofore provided.

That an earning credit of 4% per annum or such percent per annum as may hereafter be mutually fixed by the parties hereto, shall be allowed Blue Cross on the cost of all real property hereafter owned by Blue Cross and used for the purposes of the parties hereto, and also on the cost of any building or improvement or the replacement thereof, such credit to be allowed after deducting the annual depreciation and to be calculated from the dates respectively the use of such property for the purposes of the Blues shall be commenced or Blue Cross pays or advances its monies towards the cost of such property, whichever occurs first. It is expressly understood and agreed, however, that no such earning credit or depreciation shall be allowed Blue Cross on realty acquired by it for its expansion or investment or for any other purpose until such realty shall

be used for the purposes of both parties hereto (e.g. Blue Cross in 1955, acquired from J. Ruth Burkhalter the North Half of Lot Eight (8), Block Thirteen (13), Riverside, an unimproved parcel adjoining the office site and so no depreciation or earning credit on such property has been allowed Blue Cross).

That Blue Cross shall, as heretofore, initially pay all costs and expenses which under this contract or under sound accounting practice are deemed "operating expenses" for the account of the two corporations, and all charges for services rendered hereunder (exclusive of payments of claims for benefits under "subscribers" (sometimes erroneously called "members") contracts, and at the end of each month Blue Shield shall pay Blue Cross as an administrative fee or as the share of Blue Shield of such charges and operating expenses, as well as its share of depreciation and earning credit as herein provided, the percentage of the total of such charges, expenses, depreciation and earning credit which the total number of Blue Shield subscribers at the end of such month bears to the total number of the subscribers of the two corporations at the end of such month.

The contract between the parties hereto dated April 25, 1946, as modified by the Indenture dated November 26, 1951, and by this Indenture dated May 13, 1956, shall be effective on and after January 1, 1956, and said contract as so amended shall continue and remain in full force and effect until terminated by both parties hereto by mutual agreement or by either party hereto after the giving of two years notice by either of them to the other. In the event of such termination Blue Shield shall deliver and surrender to Blue Cross all its occupancy and/or use of real and personal property acquired and/or used by the parties hereto under this contract, and Blue Cross shall turn over to Blue Shield all application contracts, records, documents and papers of any and every kind which pertain to Blue Shield, provided that if such records of papers pertain to Blue Cross as well, Blue Cross shall be entitled to retain them, but shall permit Blue Shield to make copies or facsimiles thereof. Such records

as are records of both Blue Shield and Blue Cross shall be reproduced and made available to Blue Shield and the expense shall be borne equally.

And the parties hereto do hereby confirm, approve and ratify said contract dated April 25, 1946, in all respects and as in full force and effect, save and except only as the same is specifically modified or amended by the Indenture of November 26, 1951, and this Indenture.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and
delivered in the
presence of:

C. H. Meyer

R. Eugene Parr

As to President Miller

Edwina Thornton

Frank C. Bone

As to President Carson

C. H. Meyer

R. Eugene Parr

As to Secretary H. A. Schroder

Edwina Thornton

Frank C. Bone

As to Secretary John T. Stage

BLUE CROSS OF FLORIDA, INC.

By C. DeWitt Miller
Its President

By H. A. Schroder
Its Secretary

BLUE SHIELD OF FLORIDA, INC.

By Russell B. Carson, M. D.
Its President

By John T. Stage, M.D.
Its Secretary

THIS INDENTURE, made in duplicate, this 6th day of August _____, 1960, by and between BLUE CROSS OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Cross," and BLUE SHIELD OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Shield,"

WITNESSETH: That whereas the parties hereto entered into a contract dated April 25, 1946, which they modified or amended by their Indenture dated November 26, 1951, and by their Indenture dated May 13, 1956; and

WHEREAS Blue Cross and Blue Shield have agreed with HEALTH SERVICE, INCORPORATED, hereinafter referred to as "HSI," and MEDICAL INDEMNITY OF AMERICA, INC., hereinafter referred to as "MIA," to provide jointly the Supplemental Benefits portion (sometimes called Major Medical portion) of the Health Service Benefits for Federal Employees under the Federal Employees Health Benefits Act of 1959, including both Options 1 and 2 of such Supplemental Benefits (sometimes referred to as the Low Option and High Option) to Federal Employees enrolled as subscribers in the area served by Blue Cross and Blue Shield; and

WHEREAS both Blue Cross and Blue Shield have agreed that joint underwriting by them of such Supplemental Benefits, subject to the approval of the Insurance Commissioner of the State of Florida, is expedient and in their joint and individual best interests; and

2.

WHEREAS the existing contract between Blue Cross and Blue Shield, dated April 25, 1946, amended November 26, 1951 and May 13, 1956, contemplates and stipulates that all charges, costs and expenses (other than claims by the subscribers for services respectively rendered to them by Blue Cross and Blue Shield under their subscribers' contracts) shall be borne and divided between them as set forth in such contract; and

WHEREAS Blue Cross and Blue Shield desire to set forth herein their agreement as to how any gains and losses resulting from or incident to their joint underwriting of such Supplemental Benefits shall be borne and divided between them;

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED:

1. So long as both Blue Cross and Blue Shield shall participate in and provide the Supplemental Benefits under the Federal Employees Health Benefits Act as aforesaid, they shall share equally in any and all gains and losses resulting from or incident to such joint underwriting.

2. The Administrative Agency selected by and acting for HSI and MIA shall collect and receive all income and revenue arising out of such Supplemental Benefits and shall pay all claim costs and expenses arising out of or incident to the administration of the Supplemental Benefits portion of the Federal Employees Health Program.

3.

3. The amount of any and all gains or losses shall be reported to Blue Cross and Blue Shield by the Administrative Agency at least upon the expiration of each contract period involved, and Blue Cross and Blue Shield shall divide any gains as so recorded and remit any losses as so recorded on an equal basis as hereinabove agreed.

4. This agreement shall not modify, change, or affect the aforementioned contract between Blue Cross and Blue Shield, dated April 25, 1946, as amended, except as herein specifically provided and set forth.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Edwina Thornton

Betty White

As to President Miller

Edwina Thornton

Betty White

As to Secretary Schroder

Ruth Rule

Louise Delven

As to President Carson

Edwina Thornton

Betty White

As to Secretary Stage

BLUE CROSS OF FLORIDA, INC.

By [Signature]
Its President

By [Signature]
Its Secretary

BLUE SHIELD OF FLORIDA, INC.

By [Signature]
Its President

By [Signature] M.D.
Its Secretary

MODIFICATION OF CONTRACT BETWEEN "BLUES"
RELATING TO TERMINATION OF CONTRACT AS
AMENDED AND TO DEPRECIATION AND CREDIT
ALLOWANCE FOR IBM NUMBERED 1401.

THIS INDENTURE, made in duplicate, this 26th day of
August, 1961, by and between BLUE CROSS OF FLORIDA, INC.,
a corporation not for profit under the laws of Florida, hereinafter
called "Blue Cross", and BLUE SHIELD OF FLORIDA, INC., a corporation
not for profit under the laws of Florida, hereinafter called "Blue Shield."

WITNESSETH: That whereas, the parties hereto, both of them together
herein sometimes referred to as "The Blues", entered into a contract dated
April 25, 1946, which has been modified or amended by Indentures dated
November 26, 1951, May 13, 1956, and August 6, 1960, and

WHEREAS, the "Blues" desire to further amend said contract as amended
so that it shall continue until terminated by mutual agreement after giving
three years' notice from the date of giving such notice, and also to provide
that the rate or method of depreciation on equipment heretofore fixed at the
annual rate of 10% shall be modified with respect to the cost of International
Business Machine No. 1401 (hereinafter sometimes referred to as IBM #1401)
("a Data Processing System"), and further, to provide compensation to Blue
Cross for the cost of said IBM #1401 by fixing or confirming the earning credit
to be allowed Blue Cross on such cost.

NOW, THEREFORE, in consideration of the premises and of the agreements
herein and of the sum of Ten Dollars (\$10.00) paid by each of the parties
hereto to the other, receipt of which is hereby acknowledged, said Blues
do hereby modify their said contract dated April 25, 1946, as amended as
aforesaid, so that

The last sub-paragraph of paragraph "B" of said Modification dated
May 13, 1956 (re the rate of depreciation on furniture and equipment) be
amended to read:

That the cost of said IBM #1401, including the Florida use tax,
shall be excepted from the rate of depreciation applicable to furniture,

fixtures and all other equipment acquired under said contract as amended, and that said IBM #1401 shall be depreciated, not at the 10% rate presently used or applied under the existing contract as aforesaid with respect to other equipment, but shall be depreciated according to the "straight line" method over the period of seven (7) years from and after October 1, 1961 and that such depreciation shall be charged each month to expense in the amount of \$6726.50, and

That Blue Cross shall be allowed an earning credit on said cost of said IBM #1401 at the rate of 4% per annum, after deducting the monthly depreciation computed as aforesaid on the straight line method on such cost, and

That such depreciation of the cost of said IBM #1401 and said 4% earning credit allowed Blue Cross on the unamortized balance of said cost of said IBM #1401 shall be charged to expense by Blue Cross and the amount of such expense allocated and charged monthly to the parties hereto in proportion to the number of subscribers of each, and further,

That the maintenance expense of said IBM #1401 and the cost of insurance on said IBM #1401 shall be charged to expense and the amount thereof allocated and charged monthly to the parties hereto in proportion to the number of subscribers of each.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that the ownership of said IBM #1401 System and the title thereto shall, at all times, vest in said Blue Cross.

And the parties hereto further agree that said contract of April 25, 1946, as heretofore modified and hereby modified, shall remain and continue in full force and effect until terminated by both parties hereto, either by mutual agreement or by either party hereto after the giving of three years' notice by either of them to the other.

And the parties hereto do hereby confirm, approve and ratify said contract dated April 25, 1946, in all respects and as in full force and effect,

except only as the same is specifically modified or amended by said Indentures dated November 26, 1951, May 13, 1956, August 6, 1960, and this Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

Edwina Hamilton

Judy B. Cox

As to President Miller

Teronica W. Wright

Betty M. Collins

As to President Carson

R. Eugene Park

H. A. Schroder

As to Secretary H. A. Schroder

John T. Stage

John T. Stage

As to Secretary John T. Stage

BLUE CROSS OF FLORIDA, INC.

By [Signature]
Its President

By [Signature]
Its Secretary

BLUE SHIELD OF FLORIDA, INC.

By [Signature]
Its President

By [Signature]
Its Secretary

MODIFICATION OF CONTRACT BETWEEN "BLUES"
RELATING TO COMBINED MASTER MEDICAL PLAN
ENDORSEMENT

THIS INDENTURE, made in duplicate, this first day of February, 1963, by and between BLUE CROSS OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Cross," and BLUE SHIELD OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Shield,"

WITNESSETH: That whereas, the parties hereto, both of them together herein sometimes referred to as "The Blues," entered into a contract dated April 25, 1946, which has been modified or amended by indentures dated November 26, 1951, May 13, 1956, August 6, 1960, and August 26, 1961; and

WHEREAS, Blue Cross and Blue Shield have each heretofore issued and sold to so called Group Subscribers separate Master Medical Plan Endorsements; and

WHEREAS, after careful consideration and upon proper resolutions of their respective Boards of Directors, Blue Cross and Blue Shield have determined that it will be desirable to issue and sell a combined Master Medical Plan Endorsement or a combined Master Medical Plan Contract and have authorized their respective officers to execute this Modification Agreement;

2.

NOW, THEREFORE, in consideration of the premises and of the agreements herein and the sum of Ten Dollars (\$10.00) paid by each of the parties hereto to the other, receipt of which is hereby acknowledged, said Blues do hereby modify their said contract dated April 25, 1946, as amended as aforesaid, so henceforth from the date of this Modification Agreement, the Blues may issue a combined Master Medical Plan Endorsement or combined Master Medical Plan Contract to Subscribers.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that the Income from Fees for such combined Endorsements or Contracts and the Incurred Costs shall be divided equally between Blue Cross and Blue Shield and the respective Reserves of Blue Cross and Blue Shield for such combined Endorsements or combined Contracts shall be in such amounts as may be agreed upon by the parties hereto from time to time hereafter provided that such reserve for each of said corporations shall at all times remain equal.

And the parties hereto further agree that said contract of April 25, 1946, as heretofore modified and hereby modified, shall remain and continue in full force and effect until terminated by both parties hereto, either by mutual agreement or by either party hereto after the giving of three years' notice by either of them to the other.

3.

And the parties hereto do hereby confirm, approve, and ratify said contract dated April 25, 1946, in all respects and as in full force and effect, except only as the same is specifically modified or amended by said indentures dated November 26, 1951, May 13, 1956, August 6, 1960, August 26, 1961, and this indenture.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Edwina Thornton

Judith Cox

As to President Miller

Elizabeth C. Nicks

Louise Delvin

As to President Carson

R. Eugene Parr

Lambert E. Eulenfeld

As to Secretary H.A. Schroder

Charles H. Meyer

Betty M. Collins

As to Secretary John T. Stage

BLUE CROSS OF FLORIDA, INC.

BY C. DeWitt Miller
Its President

BY H. A. Schroder
Its Secretary

BLUE SHIELD OF FLORIDA, INC.

BY Russell B. Carson, M. D.
Its President

BY John T. Stage, M. D.
Its Secretary

MODIFICATION OF CONTRACT BETWEEN "BLUES" RELATING
TO JOINT UNDERWRITING OF HEALTH BENEFITS PROGRAM
FOR VOLUNTEERS IN SERVICE TO AMERICA

THIS INDENTURE, made in duplicate, this 3 day of February, 1966, by and between BLUE CROSS OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Cross", and BLUE SHIELD OF FLORIDA, INC., a corporation not for profit under the laws of Florida, hereinafter called "Blue Shield",

WITNESSETH: That whereas, the parties hereto, both of them together herein sometimes referred to as "The Blues", entered into a contract dated April 25, 1946, which has been modified or amended by indentures dated November 26, 1951, May 13, 1956, August 6, 1960, August 26, 1961, and February 1, 1963; and

WHEREAS, Blue Cross has heretofore executed an agreement with Blue Cross Association (hereinafter called BCA) an Illinois not-for-profit corporation, directing BCA to execute on behalf of Blue Cross the necessary documents with the Office of Economic Opportunity (hereinafter called OEO) to furnish benefits through Blue Cross to those eligible for coverage under the Volunteers In Service To America Program (hereinafter called VISTA); and

WHEREAS, Blue Shield has heretofore executed an agreement with the National Association of Blue Shield Plans (hereinafter called NABSP) an Illinois not-for-profit corporation, directing NABSP to execute on behalf of Blue Shield the necessary documents with the Office of Economic Opportunity (hereinafter called OEO) to furnish benefits through Blue Shield to those eligible for coverage under the VISTA Program; and

WHEREAS, the Executive Committees of Blue Cross and Blue Shield at a joint meeting held June 26, 1965, agreed to jointly underwrite the benefits offered under the VISTA Program for those eligible for benefits under the VISTA Program in the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the agreements herein, said Blues do hereby modify their said contract dated April 25, 1946, as amended as aforesaid, so henceforth from the date of their Modification Agreement the Blues shall jointly underwrite the total liability of the Blues incurred by the execution of their heretofore mentioned respective contracts with BCA and NABSP.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that in the event there are costs which have been incurred by the Blues and for which the Blues have not been reimbursed by BCA and NABSP respectively, said costs will be divided equally between Blue Cross and Blue Shield.

The parties hereto further agree that said contract of April 25, 1946, as heretofore modified and hereby modified, shall remain and continue in full force and effect until terminated by both parties hereto, either by mutual agreement or by either party hereto after the giving of three years' notice by either of them to the other.

The parties hereto do hereby confirm, approve, and ratify said contract dated April 25, 1946, in all respects and as in full force and effect, except only as the same is specifically modified or amended by said indentures dated November 26, 1951, May 13, 1956, August 6, 1960, August 26, 1961, February 1, 1963, and this indenture.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Wm L B
Rosemary Smith

Edwina Thornton

Cloma C. Leal

BLUE CROSS OF FLORIDA, INC.

BY [Signature]
Its President

BY [Signature]
Its Secretary

BLUE SHIELD OF FLORIDA, INC.

Wm L B
Rosemary Smith

Edwina Thornton

Cloma C. Leal

BY [Signature]
Its President

BY [Signature]
Its Secretary

MODIFICATION OF CONTRACT BETWEEN "BLUES" RELATING
TO JOINT UNDERWRITING OF TYPE "C"
COMPLEMENTARY COVERAGE TO MEDICARE

THIS INDENTURE, made in duplicate, this 11th day of May, 1966,
by and between BLUE CROSS OF FLORIDA, INC., a corporation not for profit under the
laws of Florida, hereinafter called "Blue Cross", and BLUE SHIELD OF FLORIDA, INC.,
a corporation not for profit under the laws of Florida, hereinafter called "Blue Shield",

WITNESSETH: That whereas, the parties hereto, both of them together herein
sometimes referred to as "The Blues", entered into a contract dated April 25, 1946, which
has been modified or amended by indentures dated November 26, 1951, May 13, 1956,
August 6, 1960, August 26, 1961, February 1, 1963, and February 3, 1966; and

WHEREAS, after careful consideration and upon proper resolutions of their respective
Boards of Directors, Blue Cross and Blue Shield have determined that it will be desirable to
issue and sell a Complementary Coverage Contract to the Federal Medicare Program, estab-
lished by Public Law 89-97 entitled "Social Security Amendments of 1965", which contract
is to be jointly underwritten by Blue Cross and Blue Shield, and have authorized their
respective officers to execute this Modification Agreement;

NOW, THEREFORE, in consideration of the premises and of the agreements herein,
said Blues do hereby modify their said contract dated April 25, 1946, as amended as
aforesaid, so henceforth from the date of this Modification Agreement the Blues shall
jointly underwrite the total liability of the Blues incurred by the issuance of the Type "C"
Complementary Coverage Contract to Medicare.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that the income from fees for such Complementary Coverage Contract and the incurred costs shall be divided equally between Blue Cross and Blue Shield and the respective reserves of Blue Cross and Blue Shield for such contract shall be in such amounts as may be agreed upon by the parties hereto from time to time hereafter provided that such reserve for each of said corporations shall at all times remain equal.

And the parties hereto further agree that said contract of April 25, 1946, as heretofore modified and hereby modified, shall remain and continue in full force and effect until terminated by both parties hereto, either by mutual agreement or by either party hereto after the giving of three years' notice by either of them to the other.

And the parties hereto do hereby confirm, approve, and ratify said contract dated April 25, 1946, in all respects and as in full force and effect, except only as the same is specifically modified or amended by said indentures dated November 26, 1951, May 13, 1956, August 6, 1960, August 26, 1961, February 1, 1963, February 3, 1966, and this indenture.

IN WITNESS WHEREOF, the parties hereto have caused this instrument

to be executed in duplicate by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Edwina Thornton

John S. Nye

Anna C. Leal

Edwina Thornton

David H. Reid

Judy M. Micalley

David H. Reid

Judy M. Micalley

BLUE CROSS OF FLORIDA, INC.

BY C. Dwight Mills
Its President

BY J. Schroder
Its Secretary

BLUE SHIELD OF FLORIDA, INC.

BY Walter Stewart, M.D.
Its President

BY John Steyer
Its Secretary